



REQUEST FOR PROPOSAL

**RFP NAME: ANNUAL PLUMBING REPAIR AND MAINTENANCE SERVICES
FOR SMALL PROJECTS**

RFP NUMBER: 01-20-003

RFP DUE: January 29, 2020 @ 1:00 P.M. Central

All correspondence or questions concerning this RFP should be addressed to
purchasing@waubonsee.edu.

To Be Returned with RFP

- FEE PROPOSAL FORM
- AUTHORIZATION FORM
- CERTIFICATIONS
- CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM
- STATE OF ILLINOIS BUSINESS ENTERPRISE INFORMATION FORM

**Prepared by: Theresa Larson, Purchasing Manager
Ed Plante, Chief Plant Operator**

Volume: 1.0

Sugar Grove

Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554-9454
(630) 466-7900

Aurora Downtown

18 S. River St.
Aurora, IL 60506-4131
(630) 801-7900

Aurora Fox Valley

2060 Ogden Ave.
Aurora, IL 60504-7222
(630) 585-7900

Plano

100 Waubonsee Drive
Plano, IL 60545-2276
(630) 552-7900

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COLLEGE OVERVIEW

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, WCC is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. WCC serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. In order to proactively address student and community needs, WCC has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

Campus Locations

Main Campus

Waubonsee Community College Sugar Grove Campus, 45783 State Route 47, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504

GENERAL REQUIREMENTS

RFP Schedule

- | | |
|---------------------------|--|
| • RFP Publication Date | Monday, January 13, 2020 |
| • Closed to Questions | Friday, January 24, 2020 at 12:00 noon |
| • Responses Due | Wednesday, January 29, 2020 at 1:00 p.m. |
| • Recommendation of Award | Wednesday, February 19, 2019 |

Information

1. RFP documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. Submit your proposal to **Waubonsee Community College, Purchasing Office, 45783 State Route 47, Dickson Center, Room 259, Sugar Grove, IL 60554**. Responses to this RFP shall be submitted in a sealed envelope to the address above. **Envelopes must be clearly identified with the name of the RFP and Due Date/Time**. Proposals received after the date and time specified in this RFP will not be considered.
3. **RFP is not binding on WCC**. This RFP is not a binding offer by WCC and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with WCC. WCC reserves the right to negotiate the terms and conditions of any agreement that may result from this Request for Proposal process, including the terms set forth herein and in any proposal. Any future contract

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that may be awarded must comply with college procurement requirements.

4. **Proposals Shall Constitute An Offer.** A proposal submitted in response to this RFP shall constitute an offer of the Respondent. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP.
5. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
6. The college reserves the right to reject or accept any or all responses, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract.
7. Respondents may not contact any college employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to purchasing@waubonsee.edu.
8. All questions will be responded to by addendum or through the discussion board on Blackboard. Do not expect an immediate answer.
9. Waubonsee's Terms and Conditions are made part of any agreement. Terms and Conditions may be downloaded from the college's website or requested by email to purchasing@waubonsee.edu.
10. Respondents are responsible for checking the college's purchasing webpage for updates to the RFP and will be required to acknowledge receipt of the addenda in the RFP response.
11. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
12. All late proposals will be rejected.
13. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
14. Awarded Respondent will be notified after award of orders.
15. All proposal prices must be good for a period of ninety (90) days from the date of opening.
16. Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, including all attachments and work samples.
17. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.
18. The college will issue a purchase order upon award by the college's Board of Trustees or after a fully negotiated and executed contract is signed.
19. Invoices are paid monthly for work completed or as negotiated in the executed contract.
20. The college's payment terms are net 30 days.
21. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a

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similar character in the county where the work is performed.

22. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.
23. WCC belongs to the following consortiums and Group Purchasing Organizations: E&I (Educational and Institutional Cooperative Purchasing); Sourcewell, US Communities; TCPN/National IPA; Midwest Higher Education Compact Consortium, and the Illinois Public Higher Education Cooperative. If you have pricing agreements with any of these organizations, pricing should minimally reflect these discounts. The college expects to be provided with the best available pricing.

Evaluation Process

1. The college reserves the right to:
 - a. Select the proposal most responsive to the college's needs
 - b. Award the contract to the firm who will best serve the interests of the college at the college's sole discretion
 - c. Require a firm to submit any evidence of its qualifications as the college may deem necessary and to consider any evidence available such as financial, technical and other capabilities, including performance experience with past and present users
 - d. Request additional information or clarifications and to allow corrections of errors and omissions
 - e. Waive minor irregularities or variations to specifications in the process
 - f. Conduct any investigation of the qualifications of any firm that it deems appropriate
2. A selection committee consisting of the staff from the college will review all proposals. The following criteria and their identified weight will be used by Waubonsee Community College to evaluate the responses:
 - a. Expressed understanding of proposal objectives (5%)
 - b. Hourly rates (30%)
 - c. Qualifications of the vendor and their personnel (20%)
 - d. Completeness, thoroughness and detail of response as reflected by the proposal discussion and coverage of all elements of work listed above (5%)
 - e. Consistency of the proposed solutions to Waubonsee's present and future needs (5%)
 - f. Cost in relation to level of service to be provided along with additional services that are available (10%)
 - g. Ability to respond to a campus emergency in a timely manner and quick response to campus requests relative to location (25%)
3. The college may invite one or more finalists to have key personnel who would be engaged in

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the provision of the services make presentation(s) and/or discuss the proposal. The college will not be liable for expenses incurred in attending this interview.

4. At the college's discretion, the college may invite one or more finalists for a second interview. The college will not be liable for expenses incurred in attending this interview.
5. The college will conduct contract negotiations with the firm whose proposal is deemed most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this Request for Proposal, the college has not committed itself to undertake the work set forth.

Confidentiality & Proposal Ownership

1. RFP Ownership: All proposals to the RFP will become the property of Waubensee Community College and will not be returned.
2. Public Records Act: all materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
3. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - a. A written notification specifically identifying such information
 - b. A statement that disclosure of such information will cause competitive harm to the Respondent
4. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

SCOPE OF WORK

Summary

Waubensee Community College (WCC) seeks sealed proposals from qualified Firms (also referred to as Contractor, Respondent, Company and Vendor) to perform scheduled and emergency plumbing repairs at an hourly rate plus materials. Hourly rate to include all costs, overhead, profit, etc. Work may be performed at any of the four campus locations, for small projects less than \$10,000. The agreement will be for three years with the option to renew for two additional one-year periods.

General

1. The college had an estimated expenditure for the 2019-2020 (Fiscal Year 2020) school year of \$40,000. This estimate however should not be construed to be a minimum or maximum dollar amount spend for the current or future fiscal years.
2. Waubensee Community College does not guarantee the dollar amount or how many times this contract may be utilized during the life of the contract.

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3. The contract dates will be March 1, 2020 through February 28, 2023, with two (2) additional twelve-month periods.
4. Work is to be performed by a licensed / certified plumber and crew with at least five (5) years of verifiable experience.
5. All work to take place during normal business hours.
6. A purchase order will be issued to the awarded bidder. No work can begin prior to award of orders and the college has received certificates of insurance.
7. The Contractor shall provide management, supervision, labor, materials, equipment and supplies, and shall be responsible for the efficient, effective, economical services on an as needed, as called basis.
 - a. Parts shall be invoiced at Contractor's cost. Contractor shall provide a copy of the parts invoice when requested.
 - b. No additional surcharges for tools and equipment required to perform services will be accepted. Waubensee Community College reserves the right to independently purchase and/or provide any and all parts, material, supplies, or equipment required to complete any service or repair work.
 - c. WCC will not pay for any trip charges and/or service charges.
 - d. All invoices must include detailed billing, (the hours of each employee per job, parts, etc.)
8. Contractor shall provide estimates for work when requested. If WCC deems such quote to be unreasonable, WCC reserves the right to request quotes from other Contractors for such service.
 - a. All work, repairs, service and installations must have a scope of work. The scope of work must be itemized in the quote to WCC.
9. Contractor shall comply with and perform all plumbing maintenance and repair services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions and shall obtain any licenses or permits required.
10. Contractor shall commence and end all services on the same workday unless approved by WCC in advance.
11. Contractor shall make all effort to reduce to a minimum any inconvenience to the students, faculty or staff at WCC properties.
12. The college's Chief Plant Operator designee must sign off on all completed repairs and installs.
13. Contractor shall provide dispatcher services – 24 hours / 7 days a week including weekends and holidays.
14. All problems must be responded to within 2 hours for diagnostic and trouble-shooting and repair work to begin immediately after parts are received.
15. Adequate personnel and equipment shall be provided to permit the timely completion of each project.
16. It is the Contractor's responsibility to examine the site and field verify conditions under which the work is to be done. No allowance will be made for extra expense on the account of error.
17. Awarded Contractor shall deliver MSDS sheets, if any, to the Chief Plant Operator.

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18. The awarded Contractor warrants to the college that: (1) materials and equipment furnished will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Contractor will install all products and materials according to manufacturer's written instructions.
19. Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Contractor shall be an authorized dealer, distributor or manufacturer for the product. All equipment bid shall be new unless clearly stated in writing.

Description of Current Systems

1. Plumbing components at each campus include, but are not limited to water piping, meters, valves, drains, waste systems, fixtures, gas piping, pumps, backflow devices, sewer systems, well systems and associated plumbing fixtures.

Cleaning and Waste Disposal

1. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
2. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each work day. Waste materials, including hazardous materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
3. No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
4. Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
5. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, ECC reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

Damage to Public and/or Private Property

1. Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the College.
2. The Contractor shall use all means to protect existing objects, structures and vegetation. In the

event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the College, at no additional cost to the College.

PROPOSAL REQUIREMENTS AND FORMAT

Format

1. Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFP and perform the work described in this RFP. Prepare your responses to this RFP in the format and sequence specified below. Respond specifically to each item in the order as provided. Failure to comply may result in the college rejecting your proposal as non-responsive.
2. **Hard Copy** - Firms shall provide one (1) original and two (2) copies of their submittal.
 - a. Do not submit binders. Stapled or coil bound is acceptable.

Authorization

1. Submittal response must include a signed Authorization Form and all documents noted on the cover page.

Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Company name with address and telephone. Name of the principal(s) of the firm.
 - b. Name, telephone number, and email address of a representative of the firm authorized to discuss the proposal.
 - c. Addresses of all offices of the firm. Identify the office which will fulfill this agreement.
 - d. Number of employees of the firm.
 - e. Number of years in business under current name and any past corporate names or affiliations.
 - f. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
2. Describe the organization, date founded and ownership of your firm and regulatory bodies your firm reports to. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
3. Identify any work to be subcontracted and provide company name, contact information, deliverables to be produced and tasked to be performed.
 - a. Waubensee Community College reserves the right to reject any subcontractor.
 - b. If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in

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your commercial activities. See <https://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for more information regarding these programs.

Experience

1. Describe your firm and its capabilities.
2. Detail the firm's direct experience and expertise in providing fire alarm maintenance, testing, and support.
3. Key management and key personnel that would be assigned to this project. Indicate which principals and associates from your firm would be involved in providing services to the college. Provide appropriate background information for each such person and identify his or her responsibilities. Principals involved in providing servicing under this project require a minimum of five years' experience.
4. Must be able to provide copies of license certificates upon request.
5. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.

FEE PROPOSAL FORM

HOURLY RATES - YEAR ONE

	Regular Business Hours	After Hours M-F	Weekend/Holiday
Hourly Rate for Journey-man Plumber	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Apprentice Plumber	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Laborer	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Foreman	\$ per Hr	\$ per Hr	\$ per Hr

HOURLY RATES - YEAR TWO

	Regular Business Hours	After Hours M-F	Weekend/Holiday
Hourly Rate for Journey-man Plumber	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Apprentice Plumber	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Laborer	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Foreman	\$ per Hr	\$ per Hr	\$ per Hr

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HOURLY RATES - YEAR THREE

	Regular Business Hours	After Hours M-F	Weekend/Holiday
Hourly Rate for Journey-man Plumber	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Apprentice Plumber	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Laborer	\$ per Hr	\$ per Hr	\$ per Hr
Hourly Rate for Foreman	\$ per Hr	\$ per Hr	\$ per Hr

Labor rates will remain firm during the three-year contract.

What is your material mark-up from wholesale? _____

SUBCONTRACTORS: Attach a separate page listing all subcontractors, including company name, address, contact information, and a description of services to be performed.

RFP AUTHORIZATION FORM

All Respondents are required to complete and sign this form.

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION.

Name of Company

Address

City

State

Zip Code

Telephone Number

Fax Number

Authorized Signatory

Date

Print Name

Title

Email Address

ACKNOWLEDGEMENT OF ADDENDA

Addenda # _____

With your proposal, return a copy of your standard customer agreement/order which you would request your customers to execute.

CERTIFICATIONS

All Respondents are required to complete and sign this form. Completed form must be returned with RFP no later than the advertised deadline. Failure to return this completed form may result in disqualification.

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
3. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
4. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
5. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
6. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.
9. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

Authorized Signatory: _____ **Date:** _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Respondents are required to complete and sign this form. Completed form must be returned with Proposal no later than the advertised deadline Failure to return this completed form may result in disqualification.

Conflict of Interest Disclosure

Waubensee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any proposal submitted. Contact in regards to this Proposal with any employee of Waubensee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

Define the relationship with any Waubensee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Respondent certifies that there is no known conflict of interest with any WCC administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Company, and that the contents of this Proposal as to prices, terms or conditions of said RFP have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

The undersigned further affirms that this Proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Vendor shall provide the following information on the status of its business so that the College can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Identify Business Status (___ MBE ___ WBE ___ DBE ___ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

Appendix A - INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. **Firm shall provide Waubonsee Community College with a Certificate of Insurance and endorsement naming Waubonsee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
 - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1 million each accident and covering any auto.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

END OF DOCUMENT